

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
NO. 3:11-CV-00059**

CATHY RANISZEWSKI, as personal)
representative of the Estate of Joseph M.)
Marett, Jr. and SAV/WAY FOODS, INC.,)

PLAINTIFF,)

v.)

WILLIAM B. DAVIDSON,)

DEFENDANT.)

ORDER

THIS MATTER is before the Court on its own motion. Plaintiff and Defendant have fulfilled briefed the Defendant's Motion for Judgment on the Pleadings [D.I. 15]. In all of the briefs, the parties cite to North Carolina case law. However, the Stock Purchase Agreement, which appears to be at the center of the present dispute, contains an explicit choice of law clause which provides that "[t]he validity and construction of this Agreement shall be governed by the substantive laws of the State of South Carolina." D.I. 10, Ex. 12, Stock Purchase Agreement, at 5.

The parties are therefore directed to file a supplemental brief addressing whether South Carolina law should apply, and what effect, if any, South Carolina law has on this dispute. The responses should be filed by 5:00 p.m., Monday, August 1, 2011.

IT IS SO ORDERED.

Signed: July 21, 2011



Graham C. Mullen
United States District Judge

